The Solicitors' Journal
and Weekly Reporter.
LONDON, APRIL 10, 1909.

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Sir Mackenzie Chalmers.

IT IS difficult to believe that any British official can have had so varied an experience as Sir MACKENZIE CHALMERS, who is just starting for Lagos, in West Africa, in order that he may there assume his duties on the commission to report upon the liquor traffic among the native population. He has recently retired from the office of Permanent Under-Secretary for the Home Department, having previously gained experience as judge of county courts, acting Chief Justice of Gibraltar, commissioner of assize, legal member of the Viceroy's Council in India, and First Parliamentary Counsel to the Treasury. He has also served on various committees, including the Statute Law Committee, the Royal Commission on Vivisection, the Departmental Committee to inquire into the law and practice of coroners, and the committee to inquire into the law and procedure of county courts. In addition to these official duties, he has found time to prepare Digests of the Law of Bills of Exchange, the Law of Contracts of Sale, and the Law of Marine Insurance. The climate of West Africa is scarcely a healthy one for Europeans, though we are glad to hear that it is considerably improved since the days when a member of the Irish bar, who had secured one of its legal appointments, made a special inquiry as to whether the Government, in the event of his death before his first quarter's salary became due, would take upon itself the burden of his funeral expenses.

The County Court Report.

WE HAVE received a copy of the Report of the Committee on County Court Procedure, but too late for printing or considering it in detail this week. In the main it appears to be a report on the King's Bench Division of the High Court and on the circuit system rather than on county courts, and we imagine that those who are interested in making the county court system effective will not rest satisfied with it. The report calls attention to the recommendations made by the Judicature Commissioners in 1869 and 1872, that the county courts should be annexed to and form constituent branches of the High Court, and that the arrangements for assize work should be fundamentally altered. The latter proposal was repeated by the Council of Judges in 1892 and 1896, but practically nothing has been done to give effect to it. The present committee recommend that the circuit system should be entirely remodelled, that the number of judges of the King's Bench Division

should be increased, and that the summons for directions should be made more effective, so as to diminish the length and expense of trials. With these changes they consider that any desire to extend compulsorily the jurisdiction of the county courts will die out, and they appear to regret that the changes were not made before the jurisdiction was extended to £100. "Unless," they add, "some such scheme as this be adopted, civil work at the assizes will dwindle till it dies out, and people will bring the larger cases to London; and, as to the smaller, will content themselves with the county courts or arbitration."

Reform of the Circuit System.

FROM THE above remarks it seems to follow that the committee were more concerned to resuscitate business in the High Court than to consider the position of the county courts, and the actual recommendations as to the county courts follow the same lines. The suggestion that those courts should become part of the High Court is rejected. "The main basis of this report," it is said, "is that the High Court judges should be in sufficient strength to deal adequately with all the work which ought to be done by them, whether in London or on circuit, even though the proposals which we make should result in some of the judges devoting their whole time to circuit work, and that the same facilities should be afforded to the country as to London for the trial of cases by the High Court judges." A suggestion is made that, in cases where actions can now be brought in the county court by consent, the plaintiff should be able to issue a plaint in the county court, subject to the absolute right of the defendant to have the case removed to the High Court, and it is proposed that a limited jurisdiction in divorce should be conferred on the county courts. This is to meet the objections which have been forcibly raised to summary judicial separations. And certain changes are suggested in procedure—notably in regard to the recovery of liquidated demands according as they are over or under £5; and as to the rearrangement of circuits and districts. It is proposed that liquidated demands under £5 should be taken by the registrar, if the plaintiff so desires and the defendant does not object. The report also suggests that it may be expedient to confine the right of audience in certain classes of county court cases to counsel, though, as this depends on the nature of the changes which may be introduced, no definite recommendations are made. It seems to us that the committee have missed a chance of dealing in a broad and practical manner with the county court system.

Mr. Asquith and the Barristers' Benevolent Association.

MR. ASQUITH deserves the thanks of the profession for his kindness in presiding at the meeting of the Barristers' Benevolent Association, and his speech will be read with pleasure by all who recognise his command of the resources of the English language. But we are not wholly satisfied with his description of the principal hardships and risks of the profession of a barrister. He is reported to have said that, as a rule, a barrister started on his career with little or no capital beyond his own energy and endowments. If this statement is taken to mean that practising barristers are, as a rule, without private means, we cannot agree with it. We should rather be disposed to believe that they might be favourably contrasted in this respect with members of the other professions, and by referring to the lives of some of the more eminent counsel it will be found that they married early in life and before they could have been in receipt of any income at the bar. As to the problems to which Mr. ASQUITH refers—whether a barrister should give up quarter sessions, whether he should take silk, or, thirdly, whether offer himself as a candidate for Parliament—we cannot believe that a wrong decision on these questions would often bring the barrister to destitution. The first question has been of late considerably simplified, and, except perhaps on the northern circuit, the absence from London during the sessions need not interfere with a considerable practice in civil causes. A junior counsel who has achieved such success that he proposes to take silk ought by that time to have made some small provision for emergencies. The same observation may be made with regard to the candidate for Parliament. He has no right to encounter the risks involved in his candidature unless he is in possession of a reasonable competence. Mr. ASQUITH might, we think, have more properly dwelt upon the disastrous consequences of illness and a compulsory absence of some months from the courts, and the insecurity arising from the growth of new social influences and the crowded state of the profession.

Oath-Taking in Courts of Justice.

HIS HONOUR JUDGE PARRY, in an article in the last number of the *Contemporary Review*, with the heading "Kissing the Book," discusses with learning and ability the origin and habit of kissing the book in English courts of justice. The judge contends that, apart altogether from the forms and ceremonies of oaths, it is surely worth considering whether the practice of oath-taking in courts of justice should not be discontinued. "In early days oaths were only taken upon solemn occasions and in a solemn manner. In modern life they have been multiplied, and become so common that little attention is paid to them. Even in this country prior to ELIZABETH there was no statute punishing perjury, and the oath was the only safeguard there was against the offence. The statute then passed shews of what little use the oath was even in those days as a preventive of perjury. . . . All writers who have seriously considered the matter condemn the multiplicity of oaths on trivial occasions as taking away from the ceremony any practical value it may have. . . . Without suggesting that there is a great amount of perjury in English courts, for Englishmen respect the law and have a wholesome dread of indictments, we cannot pride ourselves on a system that uses what ought to be a very solemn ceremony on every trumpery occasion. In the county courts alone a million oaths at least must be taken every year in England, and upon what trifling, foolish matters. . . . Two women, for instance, have a dispute over the fit of a bodice; each is full of passion and prejudice, and quite unlikely to speak the whole truth and nothing but the truth. Is it fair to ask them to take an oath that they will do so, and, in the language of CHAUCER, to swear 'in truth, in doom, and in righteousness' about so trivial a matter? Or, again, in an arbitration under the Lands Clauses Act, is it fitting that six land surveyors should condemn themselves to eternal penalties when everyone knows that, like the barristers engaged in the arbitrations, they are paid for services of an argumentative character rather than as witnesses of mere fact?" The arguments of Judge PARRY are certainly confirmed by the preamble of the Statute of Frauds, shewing the prevalence of perjury in the reign of CHARLES the SECOND, when oaths were taken on fewer occasions than at the present day. But many persons consider that a change in the practice of requiring witnesses to be sworn would remove a check—insufficient as it often may be—against the giving of false testimony, and we hardly think that the hour is approaching when the existing practice will be discontinued.

The Eviction of Weekly Tenants.

A CORRESPONDENCE has lately appeared in one of the newspapers dealing with the landed interest relating to the difficulties attending the recovery by the landlord of property held upon a weekly tenancy, and it is suggested by one of the correspondents that these difficulties might be met by requiring the tenant to sign an agreement which contained a clause of re-entry for non-payment of rent. In answer to this suggestion, there is a letter from a correspondent in Birmingham, who makes two objections—first, that many tenants would refuse to sign any agreement of this kind, and, secondly, that a resort to physical force on the part of a landlord, even if he had such an agreement, is not permissible. He states that the custom in Birmingham of dealing with tenants of the class in question is for the landlord to remove the doors and windows, and sometimes stop up the chimneys—an expensive and unsatisfactory process, inasmuch as it is necessary to employ bailiffs to do the work, no ordinary workman caring about the job, and even after it has been done tenants will sometimes remain on the premises for weeks. He considers that the law favours "the undesirable tenant," and gives an instance of its working from his own experience. He had let a house some time ago to a man on the recommendation of his employer. Rent was paid for a few weeks and then got in arrear. There was a

distress, and the goods were removed for sale, but did not realize the expenses, and the tenant promptly got in other goods. He was served with a week's notice to quit, of which he took no notice, and the landlord, inasmuch as the wife of the tenant was of weak intellect, felt obliged to take out a summons before justices for an ejectment order instead of removing doors and windows. When the application came on for hearing before the justices the tenant did not appear, and an officer of the court said that he was well known there, as it had been necessary to eject him from several houses which he had previously occupied. The order was thereupon made, but it had to lie in the office for twenty-one days, at the end of which time the landlord's bailiff had to arrange with the police to go with him to the house to effect the ejectment. But the hardship of which the landlord particularly complains is that he had to pay all the costs, including Court fees and bailiff's expenses and amounting to £1 19s. He asks whether it would not be reasonable to authorize the justices in such circumstances to order immediate ejectment and to subject the tenant to a term of imprisonment on default of payment of costs. We think that there is no prospect whatever of this last recommendation being adopted by the Legislature. But we are far from saying that the Act which gives the justices their jurisdiction in ejectment—the Small Tenements Recovery Act, 1838—is not capable of amendment. It is not easy to see why a tenant who is already in default in holding over, and who has seven days allowed him between the service of the statutory notice and the hearing of the complaint, should, when the matter has been decided against him, have a further period of not less than three weeks before being called upon to give up possession. With regard to costs, there seems to be no reason why the justices in cases of ejectment should not have the same power to award costs as they have under the Summary Jurisdiction Acts.

Trial by Jury in the United States.

IN AN ARTICLE by H. W. GREER in the *American Law Review*, the learned author states his objections to trial by jury in the United States in vigorous language. His first proposition is that trial by jury in England was not inaugurated for the purpose of changing, avoiding, or detracting from the law justly and impartially administered, but for the purpose of preventing persecution, without law, by the sovereign, the peers, and the King's officers. The system of common law grew up in opposition to crown persecutions and tyrannies. This reason cannot apply to the United States, for there never has been, during the life of the Republic, any sovereign or peer, or ruling class, having the desire to oppress undividuals among the people, without law, and none with power to do so if they had had the desire. The lawyers who assisted in forming the Constitution were all students under the English law, its first impressions fastened on their minds, and they accordingly, out of superabundant caution, incorporated the right of trial by jury into the organic law. He considers that in the circuit courts, where the judges thoroughly dominate or control them, juries are more careful, and perhaps more conscientious, in applying the law than in state courts, where they have greater latitude and are supremely independent in applying their inaccurate understanding of the law to the facts. Thirty-five years' practice at the bar has, however, convinced Mr. GREER that juries are slowly but surely losing respect for state courts, as well as the law; becoming more and more aggressive in placing their own interpretation on the law, and less and less attentive to the rulings of the court as well as the charge of the judge at the trial defining the law of the case. It is unnecessary to follow the author in his denunciation of the abuses of trial by jury in commercial cases—abuses which are now tolerably well known. With regard to civil cases, he says: "Juries are taken in civil cases to avoid the law." This may appear dogmatic, but it is believed the assertion can be maintained. "Personal injury" damage, suits against railroads and other employers of labour in dangerous occupations, afford the most striking illustration. Juries are told that the injured party assumed the ordinary risks incident to the employment, that the negligent acts of the employer must have been the proximate cause of the injury, that the defendant company is not the insurer of its employees. But scarcely a verdict is reached except upon general reasoning to the effect, "Oh, well, this man was hurt in the employment of the company. He cannot afford to lose the money, and the company can," and thereupon a substantial verdict is rendered against the defendants. The conclusion is that the jury system is destroying the law, and that through it liberty and property are becoming more and more insecure as the days pass.

Is a Corporation "It" or "They"?

THE REMARKABLE chasm that now seems to be unbridged between the legal theory and the practice (both legal and lay) as regards the personality of a corporation is well illustrated by the case before the Divisional Court, in which an information was laid against a company registered with limited liability under the Companies Acts, for a breach of the Lotteries Act, 1823: see *Hawke* v. *E. Hulton & Co. (Limited)* (*Times*, 31st of March). The substantial charge was that the company set on foot a Limerick competition. The information ran thus:—". . . for that *they* on June 3rd, 1908, in the said city did unlawfully publish a proposal and scheme for the sale of chances in a certain lottery not authorized," &c. It was contended that the company could, under section 41 of the Lotteries Act, 1823 (4 Geo. 4, c. 60), be convicted as "rogues and vagabonds." The magistrate refused to convict, being of opinion that the word "person" in section 41 did not include a corporation. This view was upheld in the Divisional Court, and it is difficult to see how any other conclusion could well be arrived at. But the use of the plural "they" in the information is tacitly approved and adopted in the judgments delivered by the King's Bench judges. DARLING, J., began his judgment thus: "The *respondents*, who were newspaper *proprietors* and a limited company, were proceeded against by summons in respect of an offence which *they* were alleged to have committed against section 41," and so on. "The court was only asked to say whether this company could be convicted . . . and punished as *rogues and vagabonds*," &c. In the face of this regretably loose language, it is of little use for legal purists to point out to an erring lay public that "Messrs. A. B. & Co. (Limited)" is an incorrect method of address. When Messrs. A. B. & Co. desire to obtain limited liability for their undertaking they proceed to form an incorporated company, or in other words to bring into existence a distinct entity which is something different from the members for the time being: see *Salomon* v. *A. Salomon & Co. (Limited)* (1897, A. C. 22). The owner of the business thenceforward is "A. B. & Co. (Limited)," not "Messrs. A. B. & Co.," and but for its frequent use the expression "Messrs. A. B. & Co. (Limited)" would properly be dubbed a solecism when used in courts of justice. It is remarkable that in the strict theory of English law a corporation aggregate should continue to be, as authoritatively laid down by the House of Lords, a single personality, when the Legislature itself frequently uses language which is perfectly consistent with a different theory altogether. Such an instance is to be found in section 16 of the Companies (Consolidation) Act, 1908, which enacts (as in section 18 of the Act of 1862) that "the subscribers of the memorandum" shall "be a body corporate." Surely it would be better for the existing legal theory of a corporation's personality to be abrogated in terms by Act of Parliament, and a new one set up in its place which business men as well as lawyers can understand.

The Laws of Naval Warfare.

A CORRESPONDENT, writing on the rules for the conduct of naval warfare to be known as the Declaration of London, to which we referred last week, says: "We have unfortunately had to abandon a point on which our own law was quite clear—the immunity of captured neutral vessels from destruction uncondemned—and have admitted that circumstances may justify such a course. Thus, while it is laid down as a general rule that a neutral vessel which has been captured may not be destroyed by the captor (art. 48), it is admitted by the following article that, as an exception, a neutral vessel which has been captured by a belligerent warship, and *which would be liable to condemnation*, may be destroyed if required for the safety of the warship or the success of her operations. The words in italics beg the question, and render the article hopelessly illogical. But while the declaration is not satisfactory

to those who would reduce the injury to peaceful commerce caused by naval warfare, it is useful in formulating various matters upon which the rules of international law have been at variance in different countries—notably, as to blockade and contraband. Chapter I., dealing with blockade, expands the provision of the Declaration of Paris, that a blockade, in order to be binding, must be effective; and Chapter II., on contraband, recognizes the three divisions of absolute contraband, conditional contraband, and not contraband, and gives lists of each. The third list is of vital importance, for while the articles in the first and second lists can be added to by notice to that effect, this cannot be done at the expense of the third list, which includes raw material of vital importance to this country. I do not wish to belittle the importance of the Declaration of London, and the British delegates appear to have done good work subject to their instruction; but it may be hoped that an opportunity for further amelioration of the law of naval warfare will come before the present rules are tested."

The Enlargement of Long Terms.

A CORRESPONDENT brings to our notice an interesting point in connection with this matter. As we all know, section 65 (1) of the Conveyancing Act, 1881, enables a term to be enlarged in cases "where a residue unexpired of not less than 200 years of a term which, *as originally created*, was for not less than 300 years, is subsisting in land." It is only, therefore, terms which, as originally created, are for not less than 300 years which can be enlarged. Now, suppose that a building agreement provides for the grant, upon completion of the works, of a lease for 300 years at a peppercorn rent, and without any right of re-entry, &c., from, say, a date in 1853, but the lease is not in fact granted until a later date—it may be a year or two, or several years afterwards, but is of course made for 300 years from the date in 1853. Can a term so granted be validly enlarged into a fee simple? The legal term is, of course, created by the lease, and if a term *in possession* is intended by the statute, the term granted is for less than 300 years. On the other hand, it may be urged that a term in possession can hardly be intended, since the terms chiefly affected by section 65 are settlement terms; that leases are commonly made to commence from a past date, and that it is sufficient if a 300 years' term is originally created to commence from a past or future date. Our view at present is in favour of the latter view, but the question is one of some difficulty.

The Upkeep of a Specific Legacy.

WE REPORT elsewhere a decision on a point which must be constantly arising, but which was stated to be uncovered by authority. Wills of persons possessed of considerable property frequently include a specific bequest of articles, such as horses and other live stock, motor-cars, and sometimes even a yacht, which require expenditure in upkeep between the death of the testator and the assent by the executors to the bequest. By whom is this expenditure to be borne? It is, of course, settled that, as from the testator's death, whatever produce accrues from the specific legacy belongs to the legatee (*Clive* v. *Clive*, Kay 600)—thus, a specific legatee of stock is entitled to the dividends, and a specific legatee of cows, mares, and ewes is entitled (as WENTWORTH, Office of Executors (14th ed.), p. 445, quaintly puts it) to their "brood fallen between the death of the testator and the assent; as also of fleeces of sheep shorn," &c. One would suppose, therefore, in the absence of authority, that the legatee who receives the benefit of the legacy must be charged with the outgoings in respect of it, and so EVE, J., held in the recent case. But is the question quite so destitute of authority as seems to have been supposed? Certainly the case of *Perry* v. *Meddowcroft* (4 Beav. 197, at p. 204, cited in the recent case), in which the expenses of getting in a specific legacy were thrown on the general estate as part of the cost of administration, coupled with *Clarke* v. *Earl of Ormonde* (Jac. 108), in which it was laid down that it is the duty of the executors, so far as possible, to preserve articles specifically bequeathed according to the testator's wish—go a considerable distance towards shewing that expenses connected with the upkeep of a specific legacy fall on the general estate, and shew the accuracy of WENTWORTH'S suggestion (p. 445), that the executor's assent "perhaps for some purposes" relates back to the testator's death, but "to others not so."

The Rights of Retainer and Preference.

WE PRINT elsewhere a letter from a correspondent calling in question the expediency of preserving the executor's rights of preference and of retainer. In favour of the right of retainer there seems nothing to be said. The right was the result of the executor being unable to sue himself, and if he could not have kept back the amount of his debt, he must have gone unpaid. This is right enough where the estate is solvent, but it should not have been allowed where the estate is insolvent. So firmly, however, was the right established, that some years ago it was held in *Re Belham* (1901, 2 Ch. 52) that the form of administration bond then in use, which bound the administrator not "unduly" to prefer his own debt, did not prevent him from exercising his right of retainer. The right seems to have been only preserved because the Legislature has not troubled to abolish it. The right of preference stands on a different footing, since, unless it is recognized, an executor may be unable to commence disposing of the estate, in case there should be claims of which he is not aware; and, moreover, creditors whom he is ready to pay might be driven to secure preference for themselves by obtaining judgment. We imagine, however, that it would be possible to forbid an executor to make any payments unless he was satisfied that the estate was solvent; in the case of insolvency or suspicion of insolvency he should be bound to hold his hand till the true state of affairs is known, and then, if necessary, pay the creditors only *pro rata*. Legislation on these lines would perhaps not be difficult, and it would prevent the hardships to which our correspondent refers.

The Proposed Increase of the Jurisdiction of Registrars in the County Courts.

IN THE Annual Statement of the General Council of the Bar there is a reference to their report on the County Courts Bill, 1908, a Bill which was subsequently withdrawn. The first paragraph of this report is as follows: "The Council strongly object to the provisions of this Bill, whereby the jurisdiction of the registrars is increased. It will be recollected that, although the sum sued for may be small, to a poor suitor his claim may be of considerable importance. County courts were established for the benefit of the poorer classes of suitors, and it was intended that their suits should be determined in open court by a judge of learning and experience." With great deference to those who support this objection, we cannot think that it is well founded. There is no reason why the registrar, in dealing with claims of small value, should not sit in open court. As to his qualifications for dealing with such cases, he is commonly a solicitor whose experience, local or otherwise, of the transactions of the poorer classes is much larger than that of the class of barristers who are candidates for the office of judge of county courts. The experience gained in the office of a solicitor in this respect may be favourably contrasted with that acquired in the chambers of a barrister.

Acknowledgment by Joint Specialty Debtor.

A POINT of considerable interest with reference to the effect of acknowledgment by one of several persons liable on a bond has been decided by CHANNELL, J., in *Read* v. *Price* (1909, 1 K. B. 577). The enactment which gives effect to an acknowledgment of a bond debt is section 5 of the Civil Procedure Act, 1833, and this provides that "if an acknowledgment shall have been made, either by writing signed by the party liable by virtue of such . . . specialty . . . or his agent, or by part-payment or part-satisfaction on account of any principal or interest being then due thereon," then the creditor may bring his action for the money unpaid within twenty years of the acknowledgment. It was pointed out by Lord CRANWORTH, C., in *Roddam* v. *Morley* (1 De G. & J., p. 6), that the framers of this section had in terms provided only for the case of a single obligor, and hence there was difficulty in ascertaining how the acknowledgment was to

operate where there were several. "The great difficulty," he said, "in putting a construction on the language of the section arises from the obvious fact that the framers of it had in their mind the single case of a sole obligor, and that the case of a bond with several obligors, or of a deceased obligor, never occurred to them." In that case the question arose as to the effect of a payment of interest made by a devisee for life of real estate of the obligor, and it was held that it set free the action on the bond generally, and consequently was effectual against those in remainder. In *Coope* v. *Cresswell* (2 Ch. 112), Lord CHELMSFORD, C., differed, and held that, while a payment by a devisee for life might well be binding as regards those interested in remainder in the same estate, it would not be operative against persons interested in other parts of the assets of the deceased obligor. This difference of opinion has now ceased to be of importance, inasmuch as in *Re Lacey* (1907, 1 Ch. 330) the Court of Appeal adopted Lord CRANWORTH'S view, and held that, as between the persons interested in the obligor's estate, a payment by one keeps the action on the bond alive against all. And this was founded upon the principle that the liability of the persons interested in the estate is joint. "For the purposes of this specialty debt," said FARWELL, L.J., "all the devisees under the will, whether they are devisees of a mortgaged or a free estate, stand on the same footing, and are jointly liable to the specialty creditor; and such specialty creditor is entitled, and, indeed, ought, to sue them all in one action, and under the old law would have exposed himself to a plea in abatement if he had not joined them all. It follows from this joint liability, on the principle laid down in *Roddam* v. *Morley*, that payment by one is a payment in relief of the others, because they were all bound together, and payment would therefore have been made by a person liable to pay on behalf of the whole of those who are also liable jointly with him."

The decision in *Re Lacey* has settled the question of the effect of part-payment where a single obligor is dead and various persons are interested in his estate; though if the bond debt is not secured on land, so that the statute applicable is the Civil Procedure Act, 1833, then section 14 of the Mercantile Law Amendment Act, 1856, applies, and the effect of the payment is by that statute limited to the person making it. If the bond debt is secured on land, then the relevant statute of limitation is section 8 of the Real Property Limitation Act, 1874, and the payment is not touched by the Act of 1856, and has the effect ascribed to it in *Re Lacey*. This is an undesigned result of the Act of 1874. Moreover, the decisions in all the above cases were given on the effect of payment, not of an acknowledgment in writing, and it has been recognised that there is in this respect a practical distinction between acknowledgment and payment, and that a wider effect may properly be given to payment than to acknowledgment. A payment operates in relief of all the persons liable, and may on this ground be held to affect them; an acknowledgment has no such operation, and the tendency has been to restrict its operation to the person making it.

As between different persons originally liable on the specialty, the question of the effect of an acknowledgment in writing seems to have arisen for the first time in *Read* v. *Price* (*supra*). There the obligors under a bond dated in January, 1879, bound themselves to payment of a principal sum of £1,000 and interest in the following terms:—"For which payment to be well and truly made we bind ourselves and each of us, and the heirs, executors, and administrators of each of us and every of them jointly and severally by these presents." The principal debtor was VINCENT BAILEY, and the other obligors were his sureties. There were originally four, of whom one had become bankrupt, and another had been released with the consent of all parties. The remaining two were PRICE and DRIVER, the defendants in the present action. BAILEY died in January, 1906, and his executor acknowledged the debt in two affidavits, one in probate proceedings, and the other in an administration action. It also appeared that the payments of interest made by BAILEY during his life were irregular, and that he frequently wrote letters to the executrix of the obligee, J. A. READ—who died in 1888—excusing the delay, and containing promises to pay. There were other letters enclosing cheques for interest. All these letters had been destroyed, but the executrix gave evidence of them, and her case against the sureties was based partly upon these letters, as constituting an acknowledgment by the principal debtor in his life time, and partly upon the acknowledgment given by the executor of the principal debtor.

The learned judge dealt first with the effect of the acknowledgment by BAILEY'S executor, which was the only acknowledgment originally raised by the pleadings, and he pointed out that the effect of *Re Lacey* (*supra*), as stated above, had been to affirm *Roddam* v. *Morley* (*supra*), and to make an acknowledgment by payment effectual as against all persons jointly liable on the bond; but the reasoning of the decision was confined to cases where the liability was joint, and hence it did not apply where a liability which was originally joint and several had ceased to be joint, and had become several only, by reason of the death of one of the obligors. On the death of BAILEY his estate was liable only in respect of the several liability on the bond, and the effect of the acknowledgment by the executor was restricted to keeping alive this several liability. It did not affect the other persons liable on the bond.

But with regard to the letters written by BAILEY in reference to interest, CHANNELL, J., held that these constituted an acknowledgment in writing of the debt, and since, at the time they were written, the liability of himself and the sureties under the bond was still joint, the effect was to keep the debt alive. It is curious that the head-note to the report of the case in the Law Reports takes no notice of this point, only stating on this head that evidence of the destroyed letters was received; and it appears, indeed, to have been assumed by CHANNELL, J., that his decision necessarily followed from *Re Lacey*. But *Re Lacey* was decided on the effect of part payment, and though it may well be that for the purpose of applying section 5 of the Civil Procedure Act, 1833, an acknowledgment in writing has the same effect as an acknowledgment by part payment, yet the doctrine is new, and forms an important development of the decision in *Re Lacey*. As already pointed out, an acknowledgment in writing is for practical purposes a different thing from part payment, and it is different, not only as regards the debtors, but as regards the creditor. A creditor who has been paid his interest "is in full enjoyment of his bargain, and is not put upon any further assertion of his rights; but not so if he only receives acknowledgment": *Lewin* v. *Wilson* (11 App. Cas., p. 645). In *Astbury* v. *Astbury* (1898, 2 Ch. 112), STIRLING, J., held that an acknowledgment by one of several devisees in trust under a mortgagor did not bind the mortgaged estate. And the course of legislation seems to indicate that an acknowledgment, under section 5 of the Civil Procedure Act, 1833, is to be restricted in its effect to the person making it. As regards acknowledgment of simple contract debts, the effect was expressly so restricted by Lord Tenterden's Act (the Statute of Frauds Amendment Act, 1828), section 1. As regards part payment, both in respect of simple contract and specialty debts, the effect was expressly limited to the person making it by section 14 of the Mercantile Law Amendment Act, 1856. It is difficult to believe that, while this legislation was aimed at preserving a co-debtor from liability for the acts of other debtors, it was supposed that he had been left liable under the Civil Procedure Act, 1833, to be affected by an acknowledgment in writing given by one of the other debtors. This, however, is the point which CHANNELL, J., has decided in *Read* v. *Price* (*supra*), and the case reveals a new inconsistency in the statutes which regulate the effect of acknowledgment and part payment.

In delivering judgment in the case of the *Postmaster-General* v. *National Telephone Co.* (*Limited*), on the 2nd inst., the Lord Chancellor said, according to the *Times*: "This appeal affords an admirable illustration of the danger to which great interests in this country are exposed by the slovenly manner in which even public Acts of Parliament are expressed. It is still worse with private Acts. In the present case the Government bought the telegraphs and acquired a monopoly of telegraphic, which includes telephonic, communication about forty years ago for a great sum of money. And to-day your lordships have to consider how far that monopoly extends, not in regard to trivial or frivolous invasions, but in regard to claims so far reaching that, if admitted, they would go a considerable way towards destroying the value of the monopoly itself, and so serious as to have been admitted by the Court of Appeal."

Procedure on Special Applications for Trade-marks under the Act of 1905.

THE trading community have always had a great predilection for words or phrases as trade-marks, and it was in consequence of this that a further removal of the restrictions previously placed on the registration of such trade-marks was one of the objects of the Trade-Marks Act, 1905, which rendered possible the registration of words not *per se* capable of registration provided they were in fact distinctive—that is, adapted to distinguish the goods of the proprietor of the trade-mark from the goods of other persons, but such words are not to be deemed distinctive, except by Order of the Board of Trade or the Court (see section 9 of the Act). The Trade-Mark Rules, made by the Board of Trade under section 60, of the Act, provide the procedure on applications (called "special applications") for trade-marks such as those under consideration, and the last of the Rules dealing with the subject states that "if the application is accepted, either by the Board of Trade or the Court, it shall be advertised, and proceedings thereafter shall be had in respect of it, as if it had been accepted by the Registrar in the ordinary course." Consequently an Order of the Board of Trade or the Court has only this operation, that it settles the status of a mark as being a distinctive mark, but does not preclude any opposition to the registration of the mark on any other ground. There have been a considerable number of these special applications to the Board of Trade. In some cases the Board has made the Order asked for, in others it has refused to do so, and in a few cases it has referred the matter to the Court, as it has power to do. One of the cases so referred to the Court came recently before Mr. Justice PARKER.

It was an application to register the words "Royal Worcester" for corsets by an American company, and was referred to the Court, although the applicants had expressed their desire to be heard by the Board of Trade. The learned judge refused to make the Order asked for on two grounds—namely (see 26 R. P. C. 185), first, that under the circumstances of the case the words were not distinctive within the meaning of the section; and second, because the word "Royal" was calculated to suggest that the applicants enjoyed royal patronage (which apparently they did not), and was therefore calculated to deceive within the meaning of the eleventh section of the Act. It was contended for the applicants that the Court could not on the then present application go into any question other than whether the proposed mark was in fact distinctive, and that this contention was supported by the decision of Mr. Justice WARRINGTON in the *National Starch Co.'s Application* (25 R. P. C. 802), where he decided the point, and held that he had nothing to do except to interpret section 9, and to determine whether, according to the true construction of that section, and acting under the directions given by that section, the word in question was a distinctive mark. Mr. Justice PARKER, however, took a different view. In the course of his judgment he said:

"Before the Court can make an Order under sub-section 5 of section 9, it must be satisfied that the proposed mark is adapted to distinguish the corsets of the applicants from those of other persons, but even if so satisfied, it would not, I think, be justified in making an Order if, for some other reason, it came to the conclusion that the mark ought not to be registered. For example, it would, in my opinion, be wrong to order that the proposed mark should be deemed distinctive under section 9 if it could not be registered because of the provisions of section 11. In this respect I dissent from the arguments put forward by counsel for the applicants."

There is, therefore, a difference of judicial opinion on this point. We venture to think that the view of Mr. Justice WARRINGTON is the correct one. It could not have been in the contemplation of the Legislature that, on an application for an Order that the mark was to be deemed a distinctive mark, so that the proceedings for registration would be able to go forward, the whole merits of the application for registration were to be gone into.

Another noticeable feature in the "Royal Worcester" case is that, on referring the application to the Court, the Board of Trade directed the applicants to serve notice, not only upon the Registrar of Trade-Marks, but also upon two other parties, both of whom, as well as the Registrar, appeared by counsel in Court. The applicants objected that the Board of Trade had no power to direct service on anyone except the Registrar, and that the other two parties were not entitled to be heard. Mr. Justice PARKER overruled this objection, heard counsel for these two parties, and ordered the unsuccessful applicants to pay their costs. He said:

"Whatever be, strictly speaking, the powers in this respect of the Board of Trade, it is, in my opinion, a convenient practice that, upon directing an application of this nature to the Court they should indicate upon whom, in their opinion, the application should be served. If the applicant does not serve any person so indicated, the Court can either proceed without such service or direct such service to be made, according to its own view of what the circumstances require. In the present case I think that both the respondents in question were properly served and are entitled to be heard."

After this decision it may be expected that the Board of Trade will constantly direct service on other parties, although, in our opinion, neither the Act nor the Rules contemplate such service in proceedings of the kind under notice, and the result will be that applicants for special trade-marks may have to fight their case on the merits in Court twice over at least. It is worth noticing that, in the "Royal Worcester" case, of the two parties directed to be served, one was a company, the sole licensees of the applicants, who were obviously not interested in opposing the application, and who in fact supported it. Yet the learned judge held they were rightly served, and actually gave them their costs. The other party served was the Worcester Royal Porcelain Co., who at the hearing raised two points—one, that the words "Royal Worcester" were so associated with that company that they would be deceptive if applied to *any* goods—*i.e.*, that any person seeing "Royal Worcester" on corsets would suppose they were made by the Worcester Royal Porcelain Co., which appears to us to border on the nonsensical. The other point taken by them was as to "Royal" suggesting royal patronage, but as that point was also taken by counsel for the Registrar, it seems to us unnecessary to have served the company for them to take it as well.

The costs of an application for an Order of the kind under discussion, if heard by the Board of Trade, are comparatively small, but if heard by the Court they are considerable. We hope, therefore, that, in mercy to trade-mark owners, the Board of Trade will see fit only to refer such an application to the Court under exceptional circumstances. Otherwise they will deter traders from trying to register valuable marks, which the Legislature obviously intended them to be able to protect by registration.

Reviews.

The Law of Contract.

THE STUDENT'S SUMMARY OF THE LAW OF CONTRACT. By J. G PEASE and A. M. LATTER, Barristers-at-Law. Butterworth & Co.

The law of contract is a tempting subject for re-statement, and the continued output of new cases and the necessities of students make it inevitable that new treatises should from time to time appear. Nor is this to be regretted if the books are as usefully written as that for which Messrs. Pease and Latter are responsible. We gather from the preface that it is founded on notes of lectures delivered to bar students, and this doubtless has facilitated the work being thrown into the form of a series of propositions explained in notes and illustrated by examples taken from the books. The result is to present the law very clearly and concisely, and in a manner which is likely to be of considerable assistance to students. A work of this kind cannot, of course, be expected to exhaust the authorities, but it contains a number of the latest decisions. Among these we may note *Smith* v. *Gold Coast Co.* (1903, 1 K. B. 285) on contracts not to be performed within a year, and so requiring to be in writing; *Hyams* v. *Stuart King* (1908, 2 K. B. 696) on the effect of a new consideration to support a promise to pay bets; *Clare* v. *Joseph* (1907, 2 K. B. 369) on agreements between solicitors and clients; and *Dewar* v. *Goodman* (1908, 1 K. B. 94) on the inability of collateral covenants to run with the land. Consideration is also given to the Money-lenders Act, 1900, and the book generally states the present law very effectively.

Agricultural Holdings.

A Practical Guide to the Law of Agricultural Holdings; including the Text of the Agricultural Holdings Act, 1908, with Notes Thereon, and a Form of Farm Tenancy Agreement. By J. W. Stanton, M.A., Solicitor, Chepstow. Horace Cox.

The Agricultural Holdings Act, 1883, with the amending Acts of 1900 and 1906, have been consolidated, and the various persons, professional and otherwise, who have to do with agriculture and with farming leases can now consult the law in a single statute—the Agricultural Holdings Act, 1908. This has been usefully edited in Mr. Stanton's book, and he has brought to his task practical knowledge which will be very helpful to lawyers who have to adapt the old forms of leases to the present law—more especially in regard to the changes as to freedom of cropping, and selling off produce, introduced by the Act of 1906, and incorporated in section 26 of the present Act. A very valuable part of the book is the form of agreement which it contains, but this is for a Candlemas or Lady Day taking, and we might suggest that in another edition it should be supplemented so as to be suitable for a Michaelmas tenancy. The changes made in 1906 have necessitated a fundamental alteration in forms, and Mr. Stanton's book usefully suggests how these alterations should be made.

Books of the Week.

The Contemporary Review, April 1909. Edited by Sir Percy Bunting. Horace Marshall & Son.

The Law relating to County Council Licences for Dogs, Male Servants, Carriages, including Motor Cars, Armorial Bearings, To Kill Game, Game Dealers and Guns; together with the Practice in Proceedings before Courts of Summary Jurisdiction, a Sketch of the Powers, Duties, and Liabilities of County Councils, and a Manual of Instructions. Adapted for the Practical Administration of the Law. By Thomas Hynes, LL.B. (Lond.), Barrister-at-Law, and Thomas Jameson, Supervisor of Inland Revenue, Barrister-at-Law. Butterworth & Co.

The Companies (Consolidation) Act, 1908; with Explanatory Notes, Cross-references, Comparative Table of Sections of the Repealed Companies Acts and the Corresponding Sections of the Companies Consolidation Act. By D. G. Hemmant, Barrister-at-Law. Jordan & Sons (Limited).

The Children Act, 1908: being the Third Edition of the Law Relating to Children, containing the Complete Text of the Children Act, 1908, and Other Statutes Relating to the Protection of Children; with Notes and Forms. By W. Clarke Hall, B.A., and Arnold H. F. Pretty, B.A., Barristers at-Law. Stevens & Sons (Limited).

Correspondence.

"Save Your 6s. 8d."

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—On picking up a well-known weekly journal I find the above heading, and on further perusing the article (I enclose the cutting) I read *inter alia* as follows: "The editor at considerable expense has retained the services of a well-known barrister who will be pleased to dispense legal advice," &c. The article then goes on to inform the reader that to obtain the advice he must enclose along with his case a postal order for 1s.

If only the editor had given us the name of the "well-known barrister" something could be done to stop this class of business. Where is the so-called etiquette of the bar, and what is the Bar Council doing to allow this sort of thing? I always thought the bar would have no dealings with a lay client.

What with the Public Trustee and the attempt by means of the Land Transfer Acts to make every man his own conveyancer, an honest solicitor will in the future find it hard to make ends meet. Many papers give legal advice free, but this is the first I have found to make a charge of 1s. Is it not time for the abolition of our practising certificate duty, as our practice has bit by bit been taken from us by Parliament and the legal poacher? E. L. W.

[The following is the extract referred to by our correspondent.—Ed. *S.J.*]

Save Your 6s. 8d.

There are very many readers of *Answers* who are in sore need of responsible legal advice, but who do not know where to apply for it, and if they did are not inclined to pay the considerable fees always demanded for such advice. The Editor of *Answers* has, at considerable expense, retained the services of a well-known barrister, who will be pleased to dispense legal advice to all who ask for it. In order to take advantage of this offer, readers must state their cases as clearly and briefly as possible in writing, and forward, together with a postal order for 1s. and a stamped self-addressed envelope, to *Answers'* Legal Adviser, 23, Bouverie-street, Fleet street, London, E.C. Stamps will not be accepted. This notice must be attached to every inquiry. Every effort is made to send replies as speedily as possible. Advice on financial matters cannot be given, and no notice will be taken of legal inquiries unaccompanied by a 1s. postal order. When several questions are asked, a postal order must be enclosed for each one.

"Executor's Right of Retainer."

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—After reading the interesting article on this subject in to-day's issue of your paper, I venture to ask leave to draw attention to a reform of the law on this matter which I think is urgently called for.

This is the abolition of the antiquated rule which gives the executor of an insolvent estate the right to pay in full immediately after the testator's death any of the testator's debts which he chooses to select for purely arbitrary or personal reasons, although he may know perfectly well that the result will be that other creditors having an equal claim upon the estate (both legal and equitable) will be obliged to go altogether unpaid. Of course we know there is a way to prevent this if any creditor is in a position to prove that the estate is insolvent, because he can take proceedings to have the estate administered under the direction of the court. But any executor wishing to give a preference to any particular creditor (a member of the testator's family, for instance) can easily make the payment before any other creditor has time to apply for such an order, as, of course, it takes some time for any outsider to obtain the necessary information as to the insolvency of the estate so as to justify him in taking proceedings for administration in court. The consequence is that the greatest injustice is frequently done by executors preferring family creditors on an insolvent estate instead of treating all equally. It ought, of course, to be the duty of the executors, before paying any creditor in full, to first ascertain that there is enough estate to satisfy all the testator's debts. There would really be no hardship in making it obligatory on an executor to institute this preliminary inquiry. As a rule he is forced to obtain all the necessary information immediately after the testator's death to lay before the Inland Revenue Commissioners in order to enable them to ascertain the value of the estate for probate duty, and, of course, if there is any doubt at all about the solvency of the estate he ought to be obliged to stay his hand until the point is cleared up.

Where the estate is shewn to be absolutely insolvent, the creditors ought also to have the right to place its administration in the hands of their own nominee without being defeated by the executors obtaining a friendly decree for its administration by themselves under the direction of the Chancery Division. Every family solicitor is familiar with instances where the grossest injustice has been done under cover of this old rule which has come down to us from mediæval times.

Another equally antiquated and iniquitous rule is that of the executor's "right of retainer," *i.e.* his right to pay his own debt in preference to any others, especially as there is practically no way to defeat this right even when the estate is administered by the court. This is the right which you rightly say at the close of your article "is not a favourite of the courts," and it is one which I have known in several instances to work the grossest injustice.

Surely it is high time that the attention of the President of the Board of Trade was called to these anomalies, in the hope that he may seek the advice of the legal experts of his department with a view to see if a short Bill cannot be drafted to remedy these crying evils. The Bill would of course be entirely unpolitical, and would, we may hope, be accepted as "non-contentious."

April 3. A Family Solicitor.

[See observations under head of "Current Topics."—Ed. *S.J.*]

Thirty-two years ago, says a writer in the *Globe*, when the Serjeants sold their Inn to Serjeant Cox, the purchase money was divided between some forty survivors of the ancient order. They each received about £1,500. Only one Serjeant has lived to read the announcement of the forthcoming sale of the property by Serjeant Cox's executors. Lord Lindley, who was the last Serjeant to be created, is the sole survivor of the Order of the Coif.

Six members of the Scottish Bar—namely, Mr. Dugald M'Kechnie, Advocate; Mr. James Edward Graham, Advocate; Mr. James Mackintosh, Advocate; Mr. Charles David Murray, Advocate; Mr. James Mercer Irvine, Advocate; and Mr. William Murray Gloag, Advocate, have been appointed King's Counsel. There are understood to be many members of the English Bar anxiously awaiting the announcement of a similar appointment in this country.

CASES OF THE WEEK.

House of Lords.

DENABY OVERSEERS AND OTHERS *v.* **DENABY AND CADEBY MAIN COLLIERIES (LIM.).** 5th, 8th, and 30th March.

POOR RATE—APPEAL—NOTICE OF APPEAL—NOTICE TO ASSESSMENT COMMITTEE—ENTRY AND RESPITE OF APPEAL IN ABSENCE OF NOTICE.

An appellant to quarter sessions against a poor rate has the same right to have an appeal entered and respited where he has omitted to give the twenty-one days' notice to the assessment committee, required by section 1 of the Union Assessment Committee Act, 1864, as he has where he has omitted to give the notice to the overseers (or their successors in this respect), required by section 4 of the Poor Relief Act, 1743. Consequently, where the appellant appeals to the next quarter sessions without giving the twenty-one days' notice to the assessment committee, the quarter sessions are bound to enter and respite the appeal with a view to its being heard at the succeeding quarter sessions, if due notice is given in the meantime.

Decision of the Court of Appeal (Gorell Barnes, P., *and* Farwell, L.J., Fletcher Moulton, L.J., dissentiente, *reported* sub. nom. Rex. *v.* West Riding of Yorkshire, Ex parte Denaby and Cadeby Main Collieries (Limited) (1908, 2 *K. B.* 635)) *affirmed.*

Appeal by the overseers of the parish of Denaby from an order of the Court of Appeal (Gorell Barnes, P., and Farwell, L.J., Fletcher Moulton, L.J., dissenting) dismissing by a majority an appeal from an order of the Divisional Court. The case below is reported *sub. nom Rex* v. *Justices of the West Riding of Yorkshire* (1908, 2 K. B. 635). By section 1 of the Union Assessment Act, 1864: "Before any appeal shall be heard by any special or quarter sessions against a poor rate made for any parish contained in any union to which the Union Assessment Committee Act, 1862, applies, the appellants shall give twenty-one days' notice in writing previous to the special or quarter sessions to which such appeal is to be made of the intention to appeal, and the grounds thereof, to the assessment committee of such union. . . ." The colliery company having been assessed to the poor within their district gave notice of objection to the valuation list of the parish, which objection was heard by the assessment committee on the 6th of July, 1907. The assessment committee by letter of the 2nd of August, 1907, gave notice to the company of their determination on the objection. The company failed to obtain such relief as they deemed just. The next quarter sessions for the West Riding was held on the 14th of October, 1907, and on the 3rd of October, 1907, the company gave notice of appeal against the rate to the overseers and to the assessment committee. At the quarter sessions the company applied to have the appeal entered and respited, but counsel for the overseers objected, on the ground that due notice of appeal had not been given to the assessment committee, and the quarter sessions refused to enter and respite the appeal. The company thereupon applied for, and obtained, a rule for *mandamus* against the present appellants, commanding them to enter and respite to the next general quarter sessions their appeal. The Court of Appeal, affirming the Divisional Court, held that rule had rightly been made absolute. The overseers appealed.

THE HOUSE took time for consideration.

Lord LOREBURN, C., said the dispute turned upon the true meaning of section 1 of the Act, 1864. When that section said that twenty-one days' notice was to be given to an assessment committee, "previous to the special or quarter sessions to which such appeal is to be made," did that mean the next practicable sessions, or did it mean the sessions at which the appeal was to be heard—whether the next or a later sessions? The words themselves seemed to admit of either construction. It might be said, so far as language was concerned, that an appeal was made to the quarter sessions that had to hear it. Or it might be said the appeal was made to the next quarter sessions (that was the next practicable sessions), because the Act of 1743 required that the aggrieved party must appeal to the next sessions, even though it might be merely to enter and respite. In 1864, as now, an aggrieved ratepayer, though obliged to appeal to the next sessions might, by omitting to give fourteen days' notice to the overseer, or by giving insufficient notice, postpone to the following session the effective trial of his appeal. That this was so and had been so for a very great length of time was not disputed. When, in 1801, an additional duty was imposed on the aggrieved ratepayer to give notice to any other person interested, it was held long ago that the new provision was to be read in harmony with the old law. So the right of entering and respiting was not lost, though the new notice had to be given. In his lordship's opinion the same applied to the present case, and the notice would, under the Act of 1864, be in time if it was given to the sessions at which the appeal was to be heard. Convenience pointed in the same direction. He moved that the appeal should be dismissed.

The Earl of HALSBURY and Lords ASHBOURNE and MACNAGHTEN concurred. Appeal dismissed with costs.—COUNSEL, *Macmorran*, K.C., and *Shortt*, for the appellants; *Walter C. Ryde*, for the respondents. SOLICITORS, *Van Sandau & Co.*, for *F. E. Nicholson*, Doncaster; *B. Duncomb Sells.*

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

NUSSEY *v.* **PROVINCIAL BILL POSTING CO. (LIM.) AND J. E. EDDISON.** No. 2. 2nd April.

COVENANT—CONSTRUCTION—BUILDING ESTATE—COVENANT NOT TO ERECT BUILDING FOR THE PURPOSES OF OFFENSIVE TRADE—ERECTION OF ADVERTISEMENT HOARDING—BREACH OF COVENANT.

Where land was sold as a building estate, subject to restrictive covenants, one of which was a covenant not to erect any building for the purpose of carrying on any noisome, offensive, or dangerous trade or calling.

Held (by Cozens-Hardy, M.R., *and* Buckley, L.J.—Fletcher Moulton, L.J., dissentiente), *that the erection of an advertisement hoarding was a breach of the covenant.*

Appeal from a decision of Neville, J. The plaintiff and the defendant Eddison were respectively owners of plots of land, which originally formed part of the Headingley-gardens estate, Leeds. This property was offered for sale in 1859 as a residential building estate in twenty-eight lots, subject to a general sale plan and subject to certain conditions of sale, which provided for all the lots being subject to certain restrictive stipulations for the general benefit of the estate. The plaintiff is the owner of lot 19 and the defendant Eddison of the adjoining lots 20 and 21. The conveyance to the defendant Eddison contained a covenant by Eddison to fence off lots 20 and 21 from the road, that such fence should consist of a dwarf wall with iron palisading, and gates either of wood or iron. "And that no bricks should be burnt upon the said lots or any of them, and no building should be erected thereon for manufacturing purposes nor for the carrying on of any noisy, noisome, offensive, or dangerous trade or calling, nor as a public-house or retail shop, and no steam-engine should be erected thereon." In 1907 the defendant Eddison agreed to lease to the defendant company the exclusive right of posting bills and exhibiting advertisements upon the land in question, the defendant company having the right to erect a bill-posting hoarding thereon. In pursuance of this agreement, the defendant company erected along the boundary of the land, where it immediately adjoined the plaintiff's premises, a hoarding of a permanent nature, 156ft. long and 15ft. high, and covered the hoarding with advertisements. The plaintiff claimed that the erection of the hoarding was a breach of the covenant to fence and also a breach of the covenant against erecting any building for the purpose of carrying on any offensive trade or calling. He accordingly brought the present action to obtain a mandatory injunction to compel the defendants to pull down the hoarding. Neville, J., was of opinion that the hoarding was a fence other than a fence provided for by the covenant, and was also a building for the purpose of carrying on an offensive trade. He accordingly granted the injunction asked for by the plaintiff. The defendant Eddison appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON, and BUCKLEY, L.JJ.) dismissed the appeal, Fletcher Moulton, L.J., however, dissenting on the question whether the hoarding was a building erected for the purpose of carrying on an offensive trade.

COZENS-HARDY, M.R., read the following judgment of Buckley, L.J., with which he agreed: Except that the learned judge suffered himself to be led astray into treating depreciation as *per se* evidence of offensive trade, I think he was right on every point. I think this hoarding is both a "fence" and an "offence," or to put it more accurately, that the hoarding is a fence, and that the carrying on upon it the trade of bill-posting is a use of the hoarding for an offensive trade or calling. As to the hoarding being a fence, it is a fence and the only fence "against the side of Cardigan-road." The obligation was to erect and maintain against the side of Cardigan-road—that is to say, on that side of the lot—a fence consisting of a dwarf wall, with iron palisading, and so on, and no other kind of fence. There is no substance in saying that the hoarding is set back at one end 2ft. 9in., and at the other end 3ft. from the ultimate boundary of the plot, and that being erected in a straight line it is set back 6ft. in the middle of the plot. It is, I think, a fence against the side of Cardigan-road. It results that the first part of the order under appeal is right. Next, I hold that this hoarding is within these conditions a building, and that there is carried on upon this building the trade or calling of a bill-poster. I by no means affirm that in every contract a hoarding is a building; but this hoarding is, I think, a building within these conditions. It is a building erected for the purpose of the trade of bill-posting. It would never have existed except with a view to that trade. The condition does not contain the word "therein" or any such word. This is a building upon which the trade or calling of bill-posting is carried on. Bill-posting is a trade or calling—that seems to me incapable of dispute. The only remaining question is whether this trade or calling is within this condition offensive. The relevant facts here are that, as appears by the original plan, these plots were to be used for the erection of houses lying at a very substantial distance from the road, and contemplated as being houses which may have a lodge or a man-servant's house. The ground was so planted and so arranged, and was disposed of on such conditions as to shew, I think, that residential houses were intended to be built. The relevant provision then is, first, that no building erected on the land shall be used for either (1) manufacturing purposes, or (2) as a retail shop. The manufacturer and the retail shopkeeper both, as I conceive, carry on a trade. As regards trades, then, it remains that the thing not forbidden is wholesale trade, not included within the term "manufacturing." Then there is a veto upon callings and upon trades otherwise permitted in the words upon which the question arises. The

relevant provision is that they shall not be "offensive." The context in which that word occurs shews that there are forbidden noisy trades or callings which offend the ear; noisome trades or callings which offend the nose; trades or callings which expose a man to danger, and trades or callings which are "offensive." In this context this may mean offensive not to the ear, not to the nose, nor by way of danger, leaving as an obvious meaning offensive to the eye. It is not confined to this; but I see no reason why it should not extend to it. Further, the word "offensive" is, I think, to be construed relatively to the person contemplated as enjoying the benefit of the stipulation; that is to say, relatively to such a person as would be the purchaser of such a plot upon such an estate as this estate is by the conditions and plan shewn to be. The question, therefore, is whether the trade or calling of a bill poster carried on upon a hoarding 156ft. long and 15ft. high, carrying with it such disfigurement and such litter by waste paper and so on as would result from the employment of the site for such a purpose can properly be called offensive; that is, as legitimately furnishing ground of offence to a reasonable person, such as contemplated as a purchaser of a lot on this estate. A man may be legitimately offended by an annoyance which does not amount to a legal nuisance. The evidence here is not strong; but it is sufficient, I think, to shew that this plaintiff and the other residents on the estate are actuated by considerations founded not in æsthetic sensitiveness, but in reasonable good sense in regarding such a hoarding as this, occupied under an agreement for seven years for the purpose of posting bills as a legitimate ground of offence to them as owners of adjoining plots. It results that, in my judgment, the second part of the order under appeal is also right. The appeal, therefore, in my judgment, fails, and must be dismissed with costs.

FLETCHER MOULTON, L.J., agreed that the hoarding was a breach of the covenant as to fencing, and he, therefore, concurred in the appeal being dismissed. His lordship did not, however, agree that it was a breach of the covenant as to erecting buildings for the carrying on of certain trades. In his lordship's opinion "offensive" meant something *ejusdem generis* with "noisy, noisome, and dangerous"—namely, some trade the carrying on of which physically interfered with the comfort of a neighbour. The word "offensive," as applied to trades, had a fairly defined meaning of its own, though it would, no doubt, be interpreted more widely in a high-class residential neighbourhood than in a case like the present where, at the time of sale, there were no houses and which it was not intended to restrict to residential purposes. In a case like the present his lordship could see no reason for giving the word any but its ordinary and well-known meaning when applied to trades, which was strictly *ejusdem generis* with noisy, noisome, and dangerous, and if that was done, the trade of exhibiting posters was clearly outside the covenant. His lordship was also of opinion that a hoarding was not a "building" within the meaning of the covenant.—COUNSEL, for appellant, *Danckwerts*, K.C., and *Austen Cartmell;* for respondents, *Buckmaster*, K.C., and *Errington*. SOLICITORS, *Surr, Gribble, Nelson, & Oliver*, for *Nelson, Eddison, & Lupton*, Leeds; *Vincent & Vincent*, for *North & Sons*, Leeds.

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

DEELEY *v.* **LLOYD'S BANK (LIM.) (NO. 2).** Eve, J. 3rd April.

MORTGAGE—MORTGAGEE'S COSTS—CONTRACTUAL RIGHT TO COSTS—DISCRETION OF COURT—ACTION—PRIORITY—GENERAL COSTS OF ACTION—COSTS OF PARTICULAR DEFENCE—INVALID DEFENCE.

A mortgagee is entitled to the general costs of an action in which he successfully asserts his priority and in which he is guilty of no misconduct, and the court has no discretion to deprive him of such costs; but the court may, where the security is deficient, except from such the general costs of a particular issue upon which the mortgagee has failed, even though the raising of such issue by the mortgagee was perfectly justified.

This was an action raising a question as to the priorities of mortgages, and has already been reported *ante*, p. 399. It now came on again to be heard on the question of costs, the point being whether the court had any discretion as to the costs of the defendants, who were first mortgagees. The plaintiff, as second mortgagee, claimed priority over the bank, who were prior incumbrancers, and also claimed an account against the bank as mortgagees in possession. The plaintiff further alleged that the property had been sold by the bank at a gross undervalue. This the bank denied, and also alleged in their defence that they had no notice of the plaintiff's mortgage, and that the plaintiff was trustee for her husband. They counterclaimed against the plaintiff and her husband on the footing that the plaintiff was merely a trustee for her husband. In the result the court gave judgment for the defendants, on the ground of priority, and held that the property had not been sold at an undervalue. On the other hand, the court held that the bank had notice of the plaintiff's mortgage, that the plaintiff was not a trustee for her husband, and dismissed the counterclaim with costs. Under these circumstances the case now came again before the court for further argument on the question of costs. It was contended, on behalf of the bank, that they had a contractual right to their costs, and that the court had no discretion in the matter; that a mortgagee was not to be deprived of his costs because he put in an invalid defence, or failed on a particular issue, and that in questions of priority costs went to the winning side. On the other hand, it was contended, on behalf of the plaintiff, that the court had a discretion, and that a mortgagee ought to be deprived of his contractual right to costs if he raised an issue which failed, or if he put forward an unreasonable plea, such as want of notice in this case; and it was further said that the court had a discretion wherever a question of priority was raised, and also where a mortgagee in possession had sold the property and had a surplus in hand. The principal cases referred to were *West* v. *Jones* (1 Sim. N. S. 205), *Tanner* v. *Heard* (23 Beav. 555), *Harpham* v. *Shacklock* (19 Ch. D. 207, 215), *Charles* v. *Jones* (33 Ch. D. 80, 35 Ch. D. 544), and *Haskell Golf Ball Co.* v. *Hutchison* (1906, 1 Ch. 518).

EVE, J., in delivering judgment, said: I have no hesitation in saying that this case has caused me more anxiety than any other case since I have been on the bench. At first I thought that the real plaintiff in the action was Mr. Deeley, and not Mrs. Deeley, and it seemed to me, therefore, that it would be unjust to visit her with the costs of the action. But the result of the further argument and my own searches have satisfied me that, in order to give effect to a long line of authorities, I am bound to hold that there is nothing in this case which would justify me in depriving the defendants of the general costs of the action. I should be departing from well-established rules if I were to hold that the defendants were not entitled to their contractual right to costs. The arguments have proceeded on the footing that the security is deficient, and that consequently the costs will not be recoverable out of the mortgaged property; and this gives rise to the question what costs, if any, ought to be paid by the plaintiff? The fact that the defendants have put forward defences as to notice and as to the plaintiff being a mere trustee for her husband implies no misconduct on their part which would disentitle them to the general costs of the action. But it is said that the defendants have put the plaintiff to such unnecessary costs with regard to the notice and other matters as to compel me to give to the plaintiff part of the costs of the action, and it is suggested on behalf of the plaintiff that each party ought to bear their own costs. But I do not think I should be justified in taking that short way of cutting the Gordian knot in order to avoid the difficulty. Now, in the main, the action has failed, and the defendants have succeeded, and *primâ facie*, therefore, the plaintiff ought to pay the costs, and the defendants are entitled to the general costs of the action. But the question arises whether I ought to make any exception out of such general costs. On consideration I think I ought, and, therefore, in directing the costs to be taxed and paid to the defendants, I must except such costs as have been incurred by reason of the defence that the plaintiff was a trustee for her husband. In so directing I am not casting any reflection on the bank. It was a perfectly legitimate defence; but in dealing with the costs I must have regard to whether it succeeded or not. In the result it failed, and I think, therefore, that the plaintiff ought not to pay the costs incurred by reason of that defence.—COUNSEL, *P. O. Lawrence*, K.C., *Buckmaster*, K.C., and *Sheldon; Astbury*, K.C., *Stewart Smith*, K.C., and *Stamp*. SOLICITORS, *Field, Roscoe, & Co.*, for *Jobson & Marshall*, Dudley; *P. Chandler*, for *Hooper & Fairbairn*, Dudley.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Re **PEARCE. CRUTCHLEY** *v.* **WELLS.** Eve, J. 5th April.

WILL—LEGACY—SPECIFIC LEGACY—UPKEEP BETWEEN DEATH OF TESTATOR AND ASSENT BY EXECUTOR—LIABILITY OF LEGATEE.

The cost of the upkeep of a specific legacy between the death of the testator and the assent by the executor must be borne by the specific legatee and not by the residuary estate.

This was an adjourned summons asking whether the cost of the upkeep, care, and preservation of certain specific legacies ought to be borne by the specific legatee or ought to be paid out of the general residuary estate. The testator, who died on the 2nd of November, 1907, by his will, dated the 3rd of May, 1906, bequeathed to his wife all his furniture and effects, horses, carriages, motor-cars, yacht, and jewellery, which at the time of his death should be in or about or belonging to his residences, excepting his fishing rods, guns, and rifles. The testator's will was proved in December, 1907, and in the same month the testator's widow died, leaving a will, by which she appointed the defendants her executors. This summons was taken out by the testator's executors to have it determined whether they would be justified in retaining the cost of the upkeep out of moneys bequeathed to the widow by the testator's will. Counsel stated that there was no authority on the point, but the following cases were referred to: *Marshall* v. *Holloway* (5 Sim. 196), *Perry* v. *Meddowcroft* (4 Beav. 204), *Cockerell* v. *Barber* (16 Ves. 465), and *Field* v. *Pickett* (29 Beav. 576).

EVE, J.—I am astonished that no authority on the point is to be found at this time of day, but apparently the industry of counsel has been unable to find any. The point is a very short one. The testator died in November, 1907, and bequeathed to his wife his furniture, horses, carriages, motor-cars, and steam yacht. His wife died shortly afterwards and his will was proved. Subsequently the executors assented to the legacies and handed them over to the executors of the widow. In the meantime certain moneys had been expended in the upkeep and preservation of the furniture, horses, carriages, and yacht, and the question now arose whether those sums ought to be paid out of the specific legacies or out of the residuary estate. Now when executors assent to a legacy the title of the legatee relates back to the time of the testator's death, and the legatee takes the benefit of any profit accruing in the meantime. On principle, therefore, the legatee must also be charged with the outgoings, and accordingly I hold that the specific legatee must bear the costs of the upkeep. There will be an inquiry what sums have been properly expended, and the costs of this application will come out of the general residuary estate.—COUNSEL, *Sheldon; Methold; Christopher James*. SOLICITORS, *Stibbard, Gibson, & Co.; Vertue & Castle*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Societies.

Law Association.

The usual monthly meeting of the directors was held at the Law Society's Hall, on Thursday, the 18th inst., Mr. Pretor W. Chandler in the chair. The other directors present were Mr. J. Vallance, Mr. Mark Waters, Mr. W. M. Woodhouse, and the secretary, Mr. E. E. Barron. A grant was made to a London solicitor's widow. Five new members were elected, and other general business was transacted.

The Barristers' Benevolent Association.

The annual meeting of this association was held on the 2nd inst. in the Middle Temple Hall. Among those present were Mr. Asquith, Lord Macnaghten, Lord James, Lord Gorell, Mr. Justice Grantham, Mr. Justice Jelf, Mr. Justice Joyce, the Attorney-General, Sir Robert Finlay, K.C., and Sir Edward Clarke, K.C.

Mr. Asquith took the chair and moved the adoption of the report. In the course of his address, he said: I am old enough to remember, not indeed the origin and actual beginnings, but the very early days of the Barristers' Benevolent Association. It was regarded by those of us who had then been recently called to the Bar as affording a fresh and a most desirable safeguard against the hazards of a peculiarly precarious profession. I remember occupying at that time chambers not very far from here in Fig Tree-court, where the advent of a county court brief marked one guinea and bearing the name of a client whose time of payment, and, indeed, whose ability to pay was, to say the least, problematical, was welcomed as a not very frequent phenomenon. I, and many of my struggling contemporaries of that time, considered ourselves in the light of potential beneficiaries, and gladly applauded this new-born effort on the part of our more experienced and successful brethren to provide for the contingencies of a not impossible future. As a rule a barrister starts on his career with little or no capital beyond his own personal endowments and aptitudes. In Lord Campbell's time, as you all know, there were supposed to be three traditional ways by which such a man might make himself secure—to write a text-book, to frequent quarter sessions, or to marry the daughter of an attorney. But in those days the members of the Bar were numerically a small body, and I am afraid that each of those possible avenues of independence are nowadays blocked by chronic congestion, or, at any rate, by a predominance of demand over supply. But, further, a barrister's life, even under favourable conditions, presents, as many of us learn, a succession of momentous problems, upon the right decision of which not only his prosperity but his very existence may depend. Shall he, for instance, give up quarter sessions and take to civil work? Shall he venture on a still deeper plunge and take silk? Shall he give further hostages to fortune by entering the political arena and seeking a seat at Westminster? In each case he would be hazarding almost everything upon the cast of a die. But after all, those questions—the questions which I have been putting just now—are questions which present themselves only to those who have attained at last some measure of success. Of all the professions there is none, I believe, where the spirit of comradeship is more deep and more real than it is in ours. But there is also none where the need is more obvious and more urgent for an insurance fund—an insurance fund to which the successful may contribute to make good or to provide against the losses and the misfortunes of those who fail. Such a fund the Barristers' Benevolent Association has always provided. I am glad to see from the accounts which are appended to your report that its investments now amount to a capital sum of £23,000, that the grants which were last year given in necessitous cases—and, unhappily, it is only the most necessitous cases which come up for consideration for help—that those grants amounted to £2,500, and, though I think it is a less satisfactory item in the situation, that the subscriptions were £1,600. I confess that I think that £1,600 a year is an inadequate sum for the Bar of England to subscribe for the relief of those who have fallen out from the journey or been worsted in the battle, or still more frequently of those whom they have left behind them, necessitous, dependent, and unprovided for. And I do desire to make to all of you who are in this hall, and to the large body of our great profession outside, a special appeal to make this annual provision discharge what we ought to regard not only as a duty but as a privilege—to make it more adequate to the calls which are made upon it. I thank you very much for giving me this opportunity of saying a few words on behalf of an institution which, ever since I have been at the Bar, I have regarded as one of the most valued and at the same time one that made the strongest appeal to the profession.

Judge Lumley Smith seconded the motion, which was carried.

Lord James moved a vote of thanks to Mr. Asquith. He recalled the occasion forty years ago when he and four others met to found the association. All his colleagues at that meeting had passed away, and now that the eventide was closing he was glad to meet those who had carried the institution so much further than its founders ever dreamt it would go, and had brought it to a successful issue. In April, 1883, he received a message from Mr. Gladstone, who was about to introduce a great measure termed the Affirmation Bill, requiring him to have a statement prepared giving the effect of all the statutes relating to the Parliamentary oath. The statement was required at Downing-street by two o'clock the next day, and he had to seek aid. He applied first to his immediate assistant, who thought the task a little onerous and begged that somebody else should do it. He appealed to another gentleman to undertake the duty, but that gentleman sent him a letter stating that while he could not himself give the aid, he had a young man in his chambers, recently a scholar of Balliol, who was most competent to discharge that duty or any duty, and he would find him a most efficient gentleman if he would delegate the task to him. That young Balliol scholar brought the letter himself, and displayed some timidity as to his power to draw up the summary that was required by the Prime Minister. But he undertook the task, and drew up the notes from which Mr. Gladstone made his speech. The same Balliol scholar made the notes for Mr. Gladstone's speech upon the Representation of the People Act of 1884. He need not tell them that that young Balliol scholar was their chairman of that afternoon.

Lord Macnaghten seconded the motion, and said that every one of them, from the oldest judge to the youngest member of the profession, was proud of Mr. Asquith.

Mr. Asquith, in reply,, said that to him personally nothing could be so gratifying as that a vote of that kind should be moved by his old friend and master, Lord James of Hereford. Whatever progress in the direction of success he afterwards had made at the Bar, he had always remembered and acknowledged that it was to Lord James more than to anybody else that he owed everything that followed.

Law Students' Journal.

Law Students' Societies.

Law Students' Debating Society.—April 6.—Chairman, Mr. G. C. Blagden.—The subject for debate was: "That the case of *Salmon* v. *Quin & Axtens* (*Limited*) was wrongly decided. Mr. F. Burgis opened in the affirmative, Mr. Henry T. Thomson seconded in the affirmative; Mr. W. M. Pleadwell opened in the negative, Mr. Granville Tyser seconded in the negative. The following members continued the debate: Messrs. Harvey, Latey, Dowding, Kafka, Hammond, and Richards. The motion was lost by four votes.

Obituary.

Mr. A. H. Debenham.

The death of Mr. Alfred Herbert Debenham, Town Clerk of St. Albans, occurred very suddenly on the 30th ult. He was admitted in 1871, and at his death was in partnership with Mr. E. P. Debenham,

under the firm of Thompson & Debenham, at St. Albans, and with Messrs. E. P. Debenham & Cecil Scott at 10, Claremont-square, London.

Legal News.

General.

A telegram from Sydney announces the death of Sir Julian Salomons, formerly Solicitor-General and Chief Justice of New South Wales, and Agent-General for the Colony in London in 1899-1900. He was made a Bencher of Gray's-inn in 1899.

The Copyright Law of the United States as amended by the last Congress contains, says the New York correspondent of the *Times*, provisions of equal importance to those already enacted for the protection of musical composers, who can now exact a royalty for the use of their works reproduced by mechanical instruments such as the gramophone. The new statute is a revision of all the copyright laws. It lengthens the term of copyright. The present first term of twenty-eight years remains unchanged, but the term of renewal is extended from fourteen to twenty-eight years. American manufacture is required, as before, for the copyrighting of books published in the English language, including type-setting, processes of illustration (except where the subjects represented are situated in a foreign country), printing, and binding. Copyright for thirty days is allowed on a work upon a copy thereof being deposited with the Copyright Office not later than thirty days after publication abroad; and if thirty days after its receipt an authorised edition of the book is produced from type set in the United States, the full term of copyright can be secured.

On Monday, in the Divisional Court, says the *Daily Mail*, a curious question as to the circumstances in which counsel are entitled to interrupt judges was discussed during the hearing of the appeal of Frankau & Co., cigar merchants, against a decision in the Mayor's Court, where a jury had found in favour of Mr. Milch, a traveller, who claimed damages for wrongful dismissal and commission. Counsel for the appellants said the jury came to the conclusion that Mr. Milch was entitled to three months' notice; and with regard to this, counsel complained that the Recorder, in summing up, had said to the jury that juries in that court commonly found that three to six months was the proper notice to be given. Counsel for the respondent said his learned friend should have objected when the Recorder was summing up. Mr. Justice Jelf: If a judge makes a mistake on a certain point in the evidence counsel may correct him, but nobody can suggest that counsel should jump up and say to the judge, "That is a misdirection," and "That is a misdirection." Counsel for the respondent quoted a case in which Mr. Jelf (now Mr. Justice Jelf) had said it would not be respectful to interrupt a judge, but the judge had replied: "I am only too glad to be interrupted if I am going wrong." Mr. Justice Jelf said that had been an interruption on a cardinal point. Counsel could not have got up and said to the judge: "What you have said is quite contrary to the truth." What chance would there have been of putting right what had been said? Mr. Justice Darling: It would be wrong for a judge to say in an Assize court: "In this court juries generally find people guilty who are charged with burglary."

Winding-up Notices.

London Gazette.—FRIDAY, April 2.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ADEN STEAMSHIP CO, LIMITED—Creditors are required, on or before May 17, to send their names and addresses, and the particulars of their debts or claims, to Eugenio J. Arbib, 51, Gracechurch st Wild & Collins, Trump st, King st, solors to the liquidator

BLACKPOOL CLARION CAFE, LIMITED—Creditors are required, on or before May 3, to send their names and addresses, and the particulars of their debts or claims, to H. Ae Deakin, Talbot chmbrs, Talbot sq, Blackpool, liquidator

DARKHEID AND AFRICAN SYNDICATE, LIMITED—Creditors are required, on or before May 17, to send their names and addresses, and the particulars of their debts or claims, to William Frederick Garland, 6, Queen st pl, Francis & Johnson, Great Winchester st, solors for the liquidator

GRATZE PATENTS AND ENGINEERING SYNDICATE, LIMITED—Creditors are required, on or before May 15, to send their names and addresses, and the particulars of their debts or claims, to Stewart Co'e, 9 and 10, Pancras la. Brown & Co, Norfolk st, Strand, solors for the liquidator

HEREFORD CO-OPERATIVE FRUIT GRADING SOCIETY, LIMITED—Creditors are required, on or before April 24, to send their names and addresses, and the particulars of their debts or claims, to Wm. H. Press, 4, Portland st, Hereford. Underwood & Steel, Hereford, solors for liquidator

LONDON OLYMPIA SKATING RINK CO, LIMITED—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Arthur Sandbach, 26, North John st, Liverpool. Banks & Co, Liverpool, solors to liquidator

London Gazette.—TUESDAY, April 6.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BUENOS AYRES GRAND NATIONAL TRAMWAYS CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before May 1, to send in their names and addresses, and the particulars of their debts or claims, to Fortescue Thursby, 62, London wall, liquidator

CLYDE MILL, LIMITED—Creditors are required, on or before May 4, to send their names and addresses, and the particulars of their debts or claims to Frank Sharp Abbot, 61, Brown st, Manchester. Jackson & Co, Rochdale, solors for the liquidator

E. BARNES & SONS, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before May 8, to send their names and addresses, and the particulars of their debts or claims, to Arthur H. Barnes, Wills and Dorset Bank chmbrs, Bournemouth, liquidator

HADRIAN STEAMSHIP CO, LIMITED—Petn for winding up, presented March 20, directed to be heard at the Court House, Westgate rd, Newcastle upon Tyne, April 16, at 10. Cooper & Goodger, Newcastle upon Tyne, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 15

HOUSE GOLD MINES OF DHARWAR, LIMITED—Creditors are required, on or before May 20, to send their names and addresses, and the particulars of their debts or claims, to William Leonard Bayley, 6, Queen st pl. Francis & Johnson, Great Winchester st, solors for the liquidator

J. KING & CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required to send in the particulars of their debts, claims or demands, to Walter Clifford Northcott, 6, Great Winchester st, Old Broad st, liquidator

MEN'S WEAR MANUFACTURERS, LIMITED (IN LIQUIDATION)—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to Walter Deane Oldham, 17, Coleman st, liquidator

RICHMOND GAIETY ARCADES, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before May 7, to send in their names and addresses, and the particulars of their debts or claims, to H. Crowdson Howard, Bassishaw House, 70a, Basinghall st, liquidator

STRINGERSTYPE MANUFACTURING CO, LIMITED—Creditors are required, on or before May 5, to send their names and addresses, and the particulars of their debts or claims, to John William Woodthorpe, Leadenhall bldgs. Botterell & Roche, solors for the liquidator

WARRINGTON BOOTS CO, LIMITED—Creditors are required, on or before April 30, to send in their names and addresses, and the particulars of their debts or claims, to Arthur Bennett, Market Gate chmbrs, Warrington, liquidator

WREAL ANNA MARIA, LIMITED (IN LIQUIDATION)—Creditors are required on or before May 25, to send their names and addresses, and the particulars of their debts or claims, to Tom Donald, Salisbury House, London wall, liquidator

The Property Mart.

Forthcoming Auction Sales.

April 15.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2: Absolute Reversions, Reversions, Interest, Contingent Reversionary Annuity, Policy of Assurance &c. (see advertisements, back page, this week).

April 15.—Messrs. CHESTERTON & SONS, at the Mart, at 2: Town Mansion (see advertisement, back page, March 27).

April 19.—Messrs. REYNOLDS & EASON, at the Mart, at 2: Leasehold Investment (see advertisement, back page, March 27).

April 21.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2: Freehold (see advertisement, back page, this week).

April 21.—Messrs. TAYLOR, LOVEGROVE & Co., at the Mart, at 1: Town Residence (see advertisement, back page, this week).

April 22.—Messrs. FAREBROTHER, ELLIS & Co., at the Mart, at 2: Freehold Ground-Rents (see advertisement, back page, April 3).

April 26.—Messrs. TUCKETT & SON, at the Mart, at 2: Family Mansion (see advertisement, back page, April 3).

May 11.—Messrs. DEBENHAM, TEWSON, RICHARDSON & Co., at the Mart, at 2: Freehold Building Site (see advertisement, back page, April 3).

Messrs. S. WALKER & SON, at the Mart: Freehold Ground-Rents and Properties (see advertisement, back page, March 27).

Bankruptcy Notices.

London Gazette.—FRIDAY, April 2.

RECEIVING ORDERS.

AIMERS, ALEXANDER DAVID, Newcastle on Tyne, Newsagent Newcastle on Tyne Pet Mar 29 Ord Mar 29

ARMSTRONG, WILLIAM, Knutsford, Chester, Cabinet Maker Manchester Pet Mar 29 Ord Mar 29

ASHWORTH, HARRY KERSHAW, Halifax, Cart Driver Halifax Pet Mar 31 Ord Mar 31

BROWN, THOMAS, Upton on Severn, Worcestershire, Grocer Worcester Pet Mar 30 Ord Mar 30

COLE, KING, Wakefield, Tripe Dresser Wakefield Pet Mar 30 Ord Mar 30

DAVIS, CAROLINE LOUISA, Ringwood, Hants Cycle Dealer Salisbury Pet Mar 31 Ord Mar 31

DONALDSON, JONATHAN AYKROYD, Haslingden, Lancs, Printer Blackburn Pet Mar 16 Ord Mar 26

DYKE, JOHN EWART, St. Ives, Cornwall, Truro Pet Feb 15 Ord Mar 31

EASTWOOD, HAROLD, Bridge End, Brighouse, Inkeeper Halifax Pet Mar 29 Ord Mar 29

EDWARDS, DAVID, Trefechan, Aberystwyth, Cardiganshire, Builder Aberystwyth Pet Mar 17 Ord Mar 30

FORD, THOMAS, Bradford, Mantle Manufacturer Bradford Pet Mar 29 Ord Mar 29

GREGORY, JAMES LUCE, Gloucester, Licensed Victualler Gloucester Pet Mar 31 Ord Mar 31

HARTLEY, WILLIAM ARTHUR, Manchester, Underclothing Manufacturer Manchester Pet Mar 31 Ord Mar 31

HOLLIDAY, STEPHEN JAMES, West Bromwich, Architect West Bromwich Pet Mar 30 Ord Mar 30

HOWARD, THOMAS, and PERCY SAMUEL WILLIAM HENSLEY, Little Bytham, Lincs, Tomato Growers Peterborough Pet Mar 17 Ord Mar 29

HUNTER, CHARLES VAL, Wardrobe chmbrs, Doctor's Commons, Architect High Court Pet Jan 22 Ord Mar 26

HUTCHINSON, HERBERT, Woodhouse Carr, Leeds, Grocer Leeds Pet Mar 31 Ord Mar 31

JAMES, FRANK, Lilford rd, Camberwell, Compositor High Court Pet Mar 29 Ord Mar 29

JOB, LOUISE, and BEATRICE ELLEN DAVIS, Devonport, General Dealers Plymouth Pet Mar 29 Ord Mar 29

KING, HENRY, Berkeley sq, Property Dealer High Court Pet Sept 29 Ord Mar 31

LANGLEY, ARTHUR, Middlesbrough, Tailor Middlesbrough Pet Mar 29 Ord Mar 29

LAZELL, ALBERT EDWIN, Headless Cross, nr Redditch, Cycle Frame Filer Birmingham Pet Mar 30 Ord Mar 30

MADDEN, GEORGE HENRY, Gosport, Hants, Shop Assistant Portsmouth Pet Mar 29 Ord Mar 29

MYERS, ARTHUR, Leeds, Butcher Leeds Pet Mar 29 Ord Mar 29

PEAY, JABEZ, York rd, Waltham Cross, Butcher High Court Pet Mar 31 Ord Mar 31

POPE, HARRY, King's Lynn, Norfolk, Draper King's Lynn Pet Mar 30 Ord Mar 30

POPPMACHER, BENNO, Water ln, Great Tower st, Tea Merchant High Court Pet Mar 11 Ord Mar 31

SEDGWICK, MATTHEW, Horsforth, Yorks, Egg Merchant Leeds Pet Mar 27 Ord Mar 27

SHARPLES, JOSEPH, Marple, Cheshire, Photographer Stockport Pet Mar 27 Ord Mar 27

SMITH, JOSEPH, Sawston, Cambs, Carter Cambridge Pet Mar 31 Ord Mar 31

SNOWDEN, WILLIAM JAMES, West Bridgford, Notts, Fruit Merchant Nottingham Pet Mar 30 Ord Mar 30

STRINGER, CHARLES, Sheffield Sheffield Pet Mar 31 Ord Mar 31

TECK, JOHN, Winshill, Derby, Boot Maker Burton on Trent Pet Mar 29 Ord Mar 29

VAVASOUR, Sir WILLIAM EDWARD JOSEPH, Tadcaster, Yorks High Court Pet Mar 25 Ord Mar 31

WATERFALL, HENRY, Methwold, Norfolk, Farmer Norwich Pet Mar 3 Ord Mar 31

WILLIAMS, SYDNEY, Trallwn, Pontypridd, Glam, Butcher Pontypridd Pet Mar 29 Ord Mar 29

WILLIS, GEORGE, Burnley, Meat Pie Maker Burnley Pet Mar 29 Ord Mar 29

WOOD JOHN, Steyning, Sussex, Corn Merchant Brighton Pet Mar 29 Ord Mar 29

WRIGHT, WILLIAM JOHN, Ipswich, Fishmonger Ipswich Pet Mar 29 Ord Mar 29

Amended Notice substituted for that published in the London Gazette of Mar 26:

SIMPSON, THOMAS, Kingswood, nr Wotton under Edge Glous, Draper Gloucester Pet Mar 22 Ord Mar 22

FIRST MEETINGS.

ADAMS, CHARLES WOOD, Matlock, Derby, Saddler April 16 at 11.30 Off Rec, 47, Full st, Derby

AILION, MICHAEL, Harrow, Adaptor of Teeth April 14 at 3 14, Bedford row

AIMERS, ALEXANDER DAVID, Newcastle on Tyne, Newsagent April 14 at 11.30 Off Rec, 30, Moseley st, Newcastle on Tyne

ALLEN, PETER, Nelson, Lancs, Boot Dealer April 10 at 11 Off Rec, 13, Winckley st, Preston

BEVAN, WALTER, Gateshead, General Merchant April 14 at 11 Off Rec, 30, Moseley st, Newcastle on Tyne

BLACKMORE, HENRY JAMES, Port Talbot, Glam, Grocer April 14 at 11.30 Off Rec, Government bldgs, Frog st, Swansea

EASTWOOD, HAROLD, Bridge End, Brighouse, Innkeeper April 14 at 2 County Court, Prescott st, Halifax

FORD, THOMAS, Bradford, Mantle Manufacturer April 16 at 12 Off Rec, 12, Duke st, Bradford

GRIFFITHS, DAVID, Rhydybiswell, Llangendeirne, Carmarthenshire, Farmer April 14 at 11 Off Rec, 4, Queen st, Carmarthen

HOBDAY, ARTHUR ERNEST, Derby, Joiner April 16 at 11 Off Rec 47, Full st, Derby

HUNTER, CHARLES VAL, Doctor's Commons, Architect April 15 at 11 Bankruptcy bldgs, Carey st

JAMES, FRANK, Camberwell, Compositor April 15 at 12 Bankruptcy bldgs, Carey st

JARVIS, CHARLES, Brighton, Grocer April 15 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton

JONES, JOHN ARTHUR, Lonlas, Skewen, Glam, Coal Miner April 14 at 12 Off Rec, Government bldgs, Frog st, Swansea

JONES, JOHN GEORGE, Farndon, Chester, Boat House Proprietor April 14 at 12 Crypt chmbrs, Eastgate row, Chester

KING, HENRY, Berkeley sq, Property Dealer April 16 at 12 Bankruptcy bldgs, Carey st

LEECH, GEORGE, Newhall, Derby, Licensed Victualler April 16 at 3.30 Midland Hotel, Station st, Burton on Trent

MYERS, ARTHUR, Leeds, Butcher April 15 at 12 Off Rec, 24, Bond st, Leeds

NOLTON, JOHN, Terrington St Clement, Norfolk, Innkeeper April 10 at 12.30 Off Rec, 8, King st, Norwich

PEAY, JABEZ, Waltham Cross, Butcher April 15 at 12 Bankruptcy bldgs, Carey st

PILGRIM, HARRIET, Wereham, Norfolk, Market Gardener April 15 at 1 Court House, King's Lynn

PINSON, THOMAS, Lichfield, Coal Dealer April 15 at 11.30 Off Rec, Wolverhampton

POPE, SYDNEY KELWAY, Southampton, Architect April 14 at 11 Off Rec, Midland Bank chmbrs, High st, Southampton

POPPMACHER, BENNO, Water ln, Great Tower st, Tea Merchant April 16 at 12 Bankruptcy bldgs, Carey st

PRIESTLAND, WILLIAM, Church Gresley, Derby, Grocer April 16 at 3.15 Midland Hotel, Station st, Burton on Trent

ROACH, WILLIAM, Exeter, Veterinary Surgeon April 14 at 10.30 Off Rec, 9, Bedford circus, Exeter

SEDGWICK, MATTHEW, Yorks, Leeds, Egg Merchant April 15 at 11 Off Rec, 24, Bond st, Leeds

TAYLOR, WILLIAM FREDERICK, Miskin, Mountain Ash, Glam, Cycle Dealer April 14 at 11 Off Rec, Post Office chmbrs, Pontypridd

WADDINGHAM, FREDERICK, Gt Grimsby, Pork Butcher April 14 at 11 Off Rec, St Mary's chmbrs, Gt Grimsby

WILBY, JOSHUA, Old Trafford, Timber Merchant April 15 at 2.30 Off Rec, Byrom st, Manchester

WILES, ARTHUR EDWARD, Reading, Tobacconist April 15 at 11.30 Queen's Hotel, Reading

WILLIAMS, SYDNEY, Trallwn, Pontypridd, Glam, Butcher April 14 at 12 Off Rec, Post Office chmbrs, Pontypridd

WOOD, JOHN, Steyning, Sussex, Corn Merchant April 15 at 2.30 Off Rec, 4, Pavilion bldgs, Brighton